

SPECIFICATIONS FOR  
CLEARING AND GRUBBING

CENTRAL INTELLIGENCE AGENCY  
HEADQUARTERS BUILDING  
LANGLEY, VIRGINIA

JULY 15, 1957

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### CLEARING AND GRUBBING

#### Description:

This contract shall consist of clearing and grubbing the areas within the limits shown on the drawings in accordance with these specifications. The operations under this contract shall consist of clearing the designated area of all down timber, brush, snags, vegetation, dead trees, fences, rubbish and all other objectionable material; complete stake-out of limits of grading for all roads, walks, parking areas and buildings; clearing and grubbing of trees, designated to be removed, within and outside of limits of grading; protection of existing trees to remain; and disposing of all material resulting from the clearing and grubbing operation.

The Contractor's attention is specifically directed to the limit lines shown on the drawings adjacent to Route 123 and the entrance road. The Contractor shall clear all down timber, brush, vegetation, dead trees, rubbish and all other objectionable material between the limit lines shown and the property line along Route 123 and between the limit lines and the entrance road.

#### Clearing and Grubbing:

Clearing shall consist of removing from the entire site all dead trees, down timber, snags, stumps required to be cut off but not grubbed, brush and other vegetation, fences, rubbish and all other objectionable material and disposing of all material to the satisfaction of the Owner.

When the entire area within the designated limits has been cleared of all material as herein specified, the Contractor shall accurately stake out the limits of grading for all roads, walks, parking areas and buildings in accordance with the drawings.

The Owner shall mark all trees within and outside of grading limits that are to remain and the Contractor shall remove all trees that are so ordered by the Owner.

Grubbing within the areas designated on the drawings shall consist of removing stumps, roots and matted roots and disposing of all material to the satisfaction of the Owner. The Contractor shall not be required to grub any stumps greater than six inches in diameter and all stumps left in place shall not extend more than one foot above the existing grade.

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The equipment used in clearing and grubbing operations shall be of such nature that no damage will result to existing trees and it shall be the Contractor's responsibility to protect existing trees from any damage whatsoever. Any existing tree that is to remain, which is damaged or destroyed shall be replaced by the Contractor, at his own expense. All equipment shall be stored in clear spaces where directed by the Owner.

Extreme caution shall be exercised by the Contractor in clearing and grubbing so that no damage will result to existing trees that are to remain. In order to prevent injury or damage to existing trees that are to remain, those trees to be removed, when so ordered by the Owner shall be felled toward the center of the area being cleared or shall be cut in sections from top downward.

As soon as possible after the Owner has marked trees to remain the Contractor shall construct a wood "snow" fence surrounding each tree or group of trees that are to remain. Snow fences shall be as manufactured by Lincraft, Inc., Burlington, N. J., Pasco Fence Co., Merrick, N. Y., or approved equal. Snow fences shall be constructed where indicated on the drawings and where ordered by the Owner. Trees in groups or groves shall be fenced as a group with the fence completely enclosing the group. All other trees to be preserved shall be fenced individually. The fence shall be at least three feet high and shall be supported at all corners and at ten foot intervals with steel punched angle posts with anchor plates, driven three feet into the ground. Posts shall be as manufactured by Pasco Fence Co., Merrick, N. Y. or approved equal. The fence shall be attached to the posts in a manner acceptable to the Owner. Debris, equipment, rubbish or any objectionable material shall not be stored or dumped within the spread of the branches of trees to be saved. The dumping of refuse and the burning of trash shall, at all times be kept at a distance from all trees to remain, sufficient to avoid possible damage to roots or branches. The Contractor shall maintain these fences in serviceable condition at all times and it shall be his responsibility to protect the branches, roots and bark of trees from damage which may occur as a result of his work. Fences shall become the property of the Owner and are to remain in place.

Any tree scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the Contractor's expense. The Owner shall decide what method of restoration shall be used, and whether damaged trees shall be trimmed or removed and replaced at no additional cost to the Owner.

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Branches of trees overhanging areas to be occupied by pavements or shoulders or both, shall be trimmed to a height of at least 14 feet above proposed pavement or shoulder elevation as shown on the drawings. All trimming and pruning required or ordered by the Owner shall be performed in an approved manner by experienced workmen with saw or pruning shears. The use of axes for trimming trees will not be permitted. Where tree climbing is necessary to prune or trim trees to remain, the use of spurs will not be permitted. Scars left by the removal of limbs one inch in diameter or larger shall be painted as soon as possible with Leonard Tree Compound or Pruning Paint, as manufactured by Leonard Brothers, Piqua, Ohio, or approved equal.

Roots of existing trees to remain that are uncovered during grubbing operations shall be neatly trimmed with a sharp pruning tool and the roots shall be covered over with at least four inches of topsoil. All cuts one inch in diameter and larger shall be painted with an approved tree paint as herein specified.

All material removed during clearing and grubbing operations shall become the property of the Contractor and shall be disposed of by him off the site or shall be burned.

The Contractor shall abide by such rules, local ordinances and regulations as to fire prevention and control and as to time and place for burning, as the Owner shall direct. The Contractor shall take all necessary steps to prevent his employees from setting fires not required for the work under this contract, and shall be responsible for preventing the spread of fires set in connection with the work of this contract.

Piles of material to be burned shall be of such size and so placed that during burning no damage shall result to trees that are to remain.

When in the judgment of the Owner, burning should be prohibited or should be performed only when a pump and sufficient water are available, the Owner shall require the Contractor to dispose of the material off the site or to furnish such pump and water for any protection purpose ordered and for extinguishing all burning embers.

When clearing and grubbing operations are completed, and before final acceptance of the Contract, the Contractor shall remove all debris and other unsuitable material from the site to the satisfaction of the Owner.

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### SPECIAL CONDITIONS

#### Certification of Stakeout

The Contractor shall furnish certification from a licensed surveyor or professional engineer that all portions of the stakeout required by this contract are located in accordance with the Contract drawings. The certification shall show the actual locations of the work in relation to the locations shown on the drawings.

Final certification shall be submitted upon completion of the work, or upon completion of any part of the work, as directed by the Owner. Any exceptions or deviations from the drawings shall be noted on the final certificate, and there shall be included maps, plats, field notes, pertinent documents and data necessary to constitute a full and complete final report. All maps, field notes, plats, etc., shall become the property of the Owner.

No additional payment will be made for the work required by this Article but the cost thereof shall be deemed included in the price bid for the Contract.

#### Surveyor

The surveyor or engineer selected for certification of stakeout shall be a licensed surveyor or professional engineer licensed by the State of Virginia and shall be subject to the approval of the Owner. The surveyor or engineer shall not be a regular employee of the Contractor nor shall he have any interest in the Contract. He shall not be employed by the Contractor in laying out any of the work, it being intended that the surveyor's certification shall represent an independent and disinterested verification of the stakeout.

#### Sanitary Conveniences

Sanitary conveniences for the use of all persons employed on the work shall be provided and maintained by the Contractor in sufficient number, in such manner, and at such places as shall be approved. The Contractor shall prohibit the committing of nuisances on the site of the work.

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### Examination of Site

The Contractor, before submitting proposal, shall visit and carefully examine the premises so as to familiarize himself with existing conditions, and difficulties that will attend the execution of the work.

The submission of a proposal will be construed as evidence that such an examination has been made and later claims for labor, equipment or materials required or for difficulties encountered, which could have been foreseen had such an examination been made, will not be recognized.

### Control Points

Control Points for use by the Contractor for stakeout work are shown on the drawings.

The Contractor shall establish all other lines required for his work and shall be responsible for the accuracy thereof.

### Insurance

It is expressly agreed and understood that:

The Contractor shall indemnify and protect the Owner against any legal action or financial damages which may result to the Owner as the result of any personal injury, death or property damage claim which may arise from operations under this Contract, exclusive of such claims as may result from the negligence of the Owner and/or the Owner's employees or agents. Such indemnification and protection shall include the reimbursement to the Owner of any expenses incurred by the Owner in the course of defending or settling any such suit or claim brought against him.

The Contractor shall maintain at his own expense such insurance as will protect him from claims under workmen's compensation acts and from any other claims for personal injury, death or property damage which may arise from operations under this contract, whether such operations be by himself or by anyone directly or indirectly employed by him. Certificates of such insurance shall be filed with the Owner and shall be subject to the Owner's approval for adequacy of protection.

In the event the Contractor shall engage subcontractors to assist him in performing his obligation and duties under this contract, the Contractor shall require each such subcontractor to maintain insurance of the type set forth in the preceding paragraph. Certificates of insurance of said subcontractors shall be filed with the Owner. ~~and shall~~ and shall be subject to the Owner's approval for adequacy of protection.

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Subcontractors

In the event that the Contractor shall engage subcontractors to assist him in performing his obligations and duties under this Contract, the Contractor hereby agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Time of Completion

The Contractor shall be required to complete the work under this contract within the area shown on the drawings, as herein specified and to the satisfaction of the Owner, within 90 calendar days after the award of the contract and notice to proceed.

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